

SUPPLEMENTAL INTERLOCAL CONTRACT
CASINO CENTER/3RD STREET REALIGNMENT

THIS SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this _____ day of _____, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, the Regional Transportation Commission approved an Interlocal Contract on August 11, 2005 to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Casino Center/3rd Street Realignment located wholly within the CITY; and

WHEREAS, the City wishes to increase total project funding, extend the date of completion and receive a revised authorization to proceed.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION II – PROJECT COSTS shall be revised to read as follows:

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility

relocation and construction shall not exceed \$9,469,000 which includes all of the above items.

2. A revised "Authorization to Proceed" will be issued for engineering design at a cost not to exceed \$550,000, right-of-way drawings, descriptions and obtaining appraisals at a cost not to exceed \$125,000 and right-of-way acquisition at a cost not to exceed \$6,750,000 at the time written Authorization to Proceed is received from the RTC.
3. A supplemental interlocal contract will be required for construction and construction management.
4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to August 1, 2009. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

All other terms of the Interlocal Contract dated August 11, 2005 shall remain unchanged.

IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

...

...

...

APPROVED AS TO LEGALITY AND FORM:



ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION: CITY OF LAS VEGAS

ATTEST:

By: _____
OSCAR B. GOODMAN, MAYOR

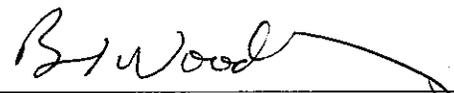


BEVERLY K. BRIDGES, CMC
CITY CLERK

DATE OF COMMISSION ACTION: REGIONAL TRANSPORTATION COMMISSION

5/17/07

ATTEST

By: 

BRUCE L. WOODBURY, CHAIRMAN



TONI MICHENER
EXECUTIVE ASSISTANT